

Chase Manhattan Leasing Company
Chase Plaza
801 South Grand Avenue
Los Angeles, California 90017
Telephone (213) 689-5310



CHASE

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RECORDATION NO. _____ Filed 1425

NOV 13 1987 - 2 05 PM

7-317A018

No. NOV 13 1987

Date 10.00

Fee \$ ICC Washington, D.C.

October 2, 1987

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue NW
Room 2303
Washington, DC 20423

Dear Ms. Lee:

Please find enclosed one original and one copy of a Lease Schedule between Alaska Railroad Corporation and Chase Manhattan Service Corporation. Please file one and return the other with the appropriate file numbers.

Enclosed is the \$50.00 filing fee and self addressed stamped envelope for your convenience.

If you should need any additional information, please contact me at (213) 689-5320.

Sincerely,

William J. Yamada
Contract Manager

Enclosures
WJY/ngm
oct.wp

ICC OFFICE OF
THE SECRETARY
NOV 13 1 51 PM '87
MOTOR OPERATING UNIT

C. Quinteros - Some delis

Interstate Commerce Commission
Washington, D.C. 20423

11/13/87

OFFICE OF THE SECRETARY

William J. Yamada
Contract Manager
Chase Manhattan Leasing Co.
Chase Plaza
801 South Grand Avenue
Los Angeles, Calif. 90017
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/13/87 at 2:05pm, and assigned recordation number(s). 15377

Sincerely yours,

Norita L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

NOV 13 1987 - 2 05 PM

AGREEMENT OF SALE

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF SALE dated SEPTEMBER 18, 1987, by and between ALASKA RAILROAD CORPORATION, a public corporation ("Seller"), and CHASE MANHATTAN SERVICE CORPORATION, a New York corporation ("Buyer").

WITNESSETH

WHEREAS, Seller owns certain equipment which it utilizes in the conduct of its business, the items of which are described in Exhibit A attached hereto and made a part hereof (herein called the "Equipment"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase from Seller the Equipment on the Closing Date (as hereinafter defined), on the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the premises and mutual comments herein contained the parties hereto agree as follows:

SECTION 1. Subject to the conditions hereinafter set forth, Seller agrees to sell and deliver unto the Buyer, and Buyer agrees to purchase, accept and pay for the Equipment.

SECTION 2. The sale herein provided for shall be closed on the Commencement Date of Lease Schedule 010 from Seller to Buyer of even date herewith (the "Lease") or at such other date as the parties herein shall agree to in writing (such date being herein called the "Closing Date"). The closing hereunder shall be held at the Seller's offices in Anchorage, Alaska.

SECTION 3. The consideration (the "Purchase Price") to be paid to Seller by Buyer for the Equipment is Nine Hundred Seventy Three Thousand Four Hundred Fifty Four and 52/100 Dollars, (\$973,454.52). The Purchase Price shall be paid by Buyer to Seller on the Closing Date.

SECTION 4. On the Closing Date Seller will deliver to Buyer a Bill of Sale in the form annexed hereto as Exhibit B.

SECTION 5. Seller represents and warrants (a) that it has marketable title to the Equipment free and clear of all liens, charges, claims and encumbrances of any nature whatsoever, and that on the Closing Date it will have marketable title to the Equipment and will have paid to the vendor all amounts due and to become due and payable to the vendor which originally sold said Equipment to Seller hereunder; (b) it is a corporation duly organized and validly existing in good standing under the laws of the State of Alaska or and is duly qualified and authorized to do business and with such exceptions as are not material is in good standing in every other jurisdiction where the nature of the Seller's business or activities and the transactions contemplated by the Agreement

require such qualification; (c) it is duly authorized to sell the Equipment, execute and deliver the Agreement, and to perform its obligations under the Agreement; (d) the execution and delivery of the Agreement by Seller, and the performance by Seller of its obligations under the Agreement, do not conflict with any provision of law or any provision of the charter or by-laws of Seller or any indenture, mortgage, deed of trust or other agreement or instrument binding upon Seller or its properties or to which Seller is a party; (e) the execution and delivery of the Agreement by Seller, and the performance and consummation by Seller of the transactions contemplated thereunder, do not require the consent, approval or authorization of, or giving of notice to, or registration or filing with any federal, state or local governmental authority or public regulatory body or any other person or entity; (f) the Agreement is a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as limited by any bankruptcy, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditor rights; (g) there are no pending or threatened actions or proceedings before any arbitrator, court or administrative agency which will if not determined in Seller's favor, adversely affect Seller's ability to perform its obligations under the Agreement; and (h) there exists no person, partnership, corporation or other entity which is or will as a result of Seller's execution, delivery and performance of the Agreement be entitled to a lien or have any claim with respect to any item of Equipment; (i) the dollar amount shown next to each item of equipment on Exhibit B hereto represents Seller's Net Book Value for such item which sum has been arrived at by Seller's application of its standard accounting procedures which are in accordance with generally accepted accounting principles which have been consistently applied, and the original equipment cost shown as to each item of equipment represents the purchase price for such item of equipment paid by Seller to the manufacturer or other vendor thereof.

SECTION 6. Any notice under or with respect to this Agreement shall be deemed to have been sufficiently given if mailed to any party hereto at its address as set forth in the Equipment Lease-Purchase Agreement between Seller and Buyer dated August 14, 1986.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day first written above.

CHASE MANHATTAN SERVICE
CORPORATION, Buyer

By: Mary A. Moran
Name: _____

Title: Assistant Treasurer

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ALASKA RAILROAD CORPORATION,
Seller

By: Bruce E. Carr
Name: BRUCE E. CARR

Title: MANAGER, FINANCIAL SERVICES

SCHEDULE A - EQUIPMENT SCHEDULE

Lease No. 1135672

This Equipment Schedule 010 dated as of SEPTEMBER 18, 1987, is being executed by Alaska Railroad Corporation ("Lessee"), and Chase Manhattan Service Corporation ("Lessor"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease- Purchase Agreement dated as of August 14, 1986 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment:

<u>Quantity</u>	<u>Description</u>	<u>Serial No.</u>	<u>Total Acquisition Cost</u>
2	Budd Rail Diesel Cars	5609	\$ 973,454.52
	Model 2DC-2A	5420	

Aggregate Acquisition Cost \$ 973,454.52

Equipment Location:

Alaska Railroad Corporation
345 W. 1st Avenue
Anchorage, Alaska 99506

Initial Term: 84 Months Payment Commencement Date: OCTOBER 18, 1987
Periodic Rent: 84 Monthly Payments of \$15,255.05 payable in accordance with the Lease Payment Dates as set forth in Exhibit B. All monthly payments are due in arrears.

EXECUTED as of the date first herein set forth.

ALASKA RAILROAD CORPORATION,
Lessee CORPORATION, -- Lessor

By Bruce E. Lane
Title Mgr. Fin. Svcs

CHASE MANHATTAN SERVICE CORPORATION,
Lessor

By Mary A. Moran
Title Assistant Treasurer

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Schedule A

SCHEDULE OF EQUIPMENT

Qty	Manufacturer or Vendor	Unit Description	Model	New/ Used	Total Acquisition Cost
2	Budd	Rail Diesel Cars SN 5609 SN 5420	ROC-2A	Used	\$973,454.52

Total Acquisition Cost	\$973,454.52
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EXHIBIT B
to Agreement of Sale by and between
Alaska Railroad Corporation and
Chase Manhattan Service Corporation

BILL OF SALE

ALASKA RAILROAD CORPORATION, (hereinafter called the "Seller"), a public corporation, in consideration of the sum Nine Hundred Seventy Three Thousand Four Hundred Fifty Four and 52/100 Dollars (\$973,454.52) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto CHASE COMMERCIAL CORPORATION (hereinafter called the "Buyer"), its successors and assigns, all of its right, title and interest in and to the Equipment (as defined in that certain Agreement of Sale (hereinafter called the "Agreement") dated as of SEPTEMBER 18, 1987 between Seller and Buyer; TO HAVE AND TO HOLD all and singular the Equipment to the Buyer; its successors and assigns, for its and their own use and behalf forever.

And Seller hereby warrants to the Buyer, its successors and assigns, that at the date hereof, Seller had legal title to each item of Equipment and good and lawful right to sell each item of Equipment and the title to each item of Equipment is on the date hereof free of all claims, liens, security interest and other encumbrances of any nature, and Seller covenants that it will warrant and defend title to each item of Equipment against the demands of all persons whomsoever, based on claims arising by, through or under the Seller, originating prior to the date hereof.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed in its name by its officers thereunto duly authorized and its corporate seal to be affixed this 18 day of SEPTEMBER, 1987.

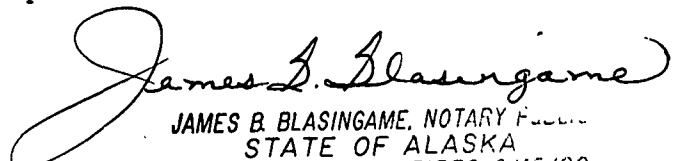
ALASKA RAILROAD CORPORATION,
Seller

By: Bruce E. Lee

Title: MANAGER, FINANCIAL SERVICES

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JAMES B. BLASINGAME, NOTARY PUBLIC
STATE OF ALASKA
MY COMMISSION EXPIRES 8/15/90

Alaska Railroad Corporation, Lessee
Home Office: 345 W. 1st Avenue
Anchorage, AK 99506

ALASKA10.DOC

Rider A to Schedule No. 010 dated SEPTEMBER 18, 1987, to Equipment Lease-Purchase Agreement, dated as of August 14, 1986, between Alaska Railroad Corporation, as Lessee, and Chase Manhattan Service Corporation, Lessor.

The Equipment will be used by _____ (Department or Division Using Equipment) for the following purposes:

TRANSPORTATION DEPARTMENT IN PASSENGER SERVICE AND
CHARTER

(State how and for what purposes the Equipment will be used)

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient, and economic operation.

ALASKA RAILROAD CORPORATION

BY: Bruce Elton

TITLE: MANAGER, FINANCIAL SERVICES

DATE: SEPTEMBER 18, 1987

DELIVERY AND
ACCEPTANCE CERTIFICATE

DATED AS OF SEPTEMBER 18, 1987 TO
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 14, 1986
BETWEEN
ALASKA RAILROAD CORPORATION, Lessee, and
CHASE MANHATTAN SERVICE CORPORATION, Lessor

Acceptance Certificate Execution Date: SEPTEMBER 18, 1987

This Acceptance Certificate is issued pursuant to the Lease Agreement (hereinafter "Contract") designated above.

Lessee acknowledges that all of the Equipment specified on Schedule 010, dated SEPTEMBER 18, 1987 (i) has been delivered to, inspected by, and accepted as of this date for lease by Lessee, (ii) is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes, (iii) is in good working order, repair and condition, and (iv) has been installed to Lessee's satisfaction or located, as the case may be, at the location specified on Schedule 010.

Lessee confirms and agrees that no Incipient Default or Event of Default under the Lease Agreement has occurred and is continuing.

The person signing this Acceptance Certificate on behalf of Lessee hereby certifies that such person has read and acknowledges all terms and conditions of the Lease, and is duly authorized to execute this Acceptance Certificate on behalf of the Lessee.

The terms used in this Acceptance Certificate shall have the same meanings defined in the Equipment Lease-Purchase Agreement designated above.

Lessee

Alaska Railroad Corporation,

By Bruce E. Lee

Title MANAGER, FINANCIAL SERVICES

ALASKA RAILROAD CORPORATION
AMORTIZATION SCHEDULE
SCHEDULE 010
Exhibit B

<u>Lease Payment Number</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Concluding Payment</u>
1	15,255.05	8,627.45	6,627.60	964,827.07
2	15,255.05	8,686.19	6,568.86	956,140.89
3	15,255.05	8,745.32	6,509.73	947,395.56
4	15,255.05	8,804.87	6,450.18	938,590.70
5	15,255.05	8,864.81	6,390.24	929,725.89
6	15,255.05	8,925.17	6,329.88	920,800.72
7	15,255.05	8,985.93	6,269.12	911,814.79
8	15,255.05	9,047.11	6,207.94	902,767.68
9	15,255.05	9,108.71	6,146.34	893,658.97
10	15,255.05	9,170.72	6,084.33	884,488.25
11	15,255.05	9,233.16	6,021.89	875,255.09
12	15,255.05	9,296.02	5,959.03	865,959.07
13	15,255.05	9,359.31	5,895.74	856,599.76
14	15,255.05	9,423.03	5,832.02	847,176.72
15	15,255.05	9,487.19	5,767.86	837,689.53
16	15,255.05	9,551.78	5,703.27	828,137.75
17	15,255.05	9,616.81	5,638.24	818,520.94
18	15,255.05	9,682.29	5,572.76	808,838.66
19	15,255.05	9,748.21	5,506.84	799,090.45
20	15,255.05	9,814.58	5,440.47	789,275.87
21	15,255.05	9,881.40	5,373.65	779,394.48
22	15,255.05	9,948.67	5,306.38	769,445.80
23	15,255.05	10,016.41	5,238.64	759,429.40
24	15,255.05	10,084.60	5,170.45	749,344.80
25	15,255.05	10,153.26	5,101.79	739,191.54
26	15,255.05	10,222.39	5,032.66	728,969.15
27	15,255.05	10,291.99	4,963.06	718,677.16
28	15,255.05	10,362.06	4,892.99	708,315.11
29	15,255.05	10,432.60	4,822.45	697,882.50
30	15,255.05	10,503.63	4,751.42	687,378.87
31	15,255.05	10,575.15	4,679.90	676,803.72
32	15,255.05	10,647.14	4,607.91	666,156.58
33	15,255.05	10,719.63	4,535.42	655,436.94
34	15,255.05	10,792.62	4,462.43	644,644.33
35	15,255.05	10,866.10	4,388.95	633,778.23
36	15,255.05	10,940.08	4,314.97	622,838.15
37	15,255.05	11,014.56	4,240.49	611,823.59
38	15,255.05	11,089.55	4,165.50	600,734.04
39	15,255.05	11,165.05	4,090.00	589,568.99
40	15,255.05	11,241.07	4,013.98	578,327.92
41	15,255.05	11,317.60	3,937.45	567,010.32
42	15,255.05	11,394.65	3,860.40	555,615.67
43	15,255.05	11,472.23	3,782.82	544,143.43

<u>Lease Payment Number</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Concluding Payment</u>
44	15,255.05	11,550.34	3,704.71	532,593.09
45	15,255.05	11,628.98	3,626.07	520,964.12
46	15,255.05	11,708.15	3,546.90	509,255.96
47	15,255.05	11,787.87	3,467.18	497,468.10
48	15,255.05	11,868.12	3,386.93	485,599.98
49	15,255.05	11,948.92	3,306.13	473,651.05
50	15,255.05	12,030.28	3,224.77	461,620.78
51	15,255.05	12,112.18	3,142.87	449,508.60
52	15,255.05	12,194.65	3,060.40	437,313.95
53	15,255.05	12,277.67	2,977.38	425,036.28
54	15,255.05	12,361.26	2,893.79	412,675.02
55	15,255.05	12,445.42	2,809.63	400,229.60
56	15,255.05	12,530.15	2,724.90	387,699.44
57	15,255.05	12,615.46	2,639.59	375,083.98
58	15,255.05	12,701.35	2,553.70	362,382.63
59	15,255.05	12,787.83	2,467.22	349,594.80
60	15,255.05	12,874.89	2,380.16	336,719.91
61	15,255.05	12,962.55	2,292.50	323,757.36
62	15,255.05	13,050.80	2,204.25	310,706.56
63	15,255.05	13,139.66	2,115.39	297,566.90
64	15,255.05	13,229.12	2,025.93	284,337.79
65	15,255.05	13,319.18	1,935.87	271,018.60
66	15,255.05	13,409.86	1,845.18	257,608.74
67	15,255.05	13,501.16	1,753.89	244,107.57
68	15,255.05	13,593.08	1,661.97	230,514.49
69	15,255.05	13,685.63	1,569.42	216,828.86
70	15,255.05	13,778.81	1,476.24	203,050.05
71	15,255.05	13,872.62	1,382.43	189,177.43
72	15,255.05	13,967.07	1,287.98	175,210.37
73	15,255.05	14,062.16	1,192.89	161,148.21
74	15,255.05	14,157.90	1,097.15	146,990.31
75	15,255.05	14,254.29	1,000.76	132,736.02
76	15,255.05	14,351.34	903.71	118,384.68
77	15,255.05	14,449.05	806.00	103,935.63
78	15,255.05	14,547.42	707.63	89,388.21
79	15,255.05	14,646.47	608.58	74,741.74
80	15,255.05	14,746.18	508.87	59,995.56
81	15,255.05	14,846.58	408.47	45,148.98
82	15,255.05	14,947.66	307.39	30,201.32
83	15,255.05	15,049.43	205.62	15,151.89
84	15,255.05	15,151.89	103.16	0.0

ALASKA RAILROAD CORPORATION

BY: Bruce E. Con

TITLE: MANAGER FINANCIAL SERVICES

DATE: SEPTEMBER 18, 1987

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ALASKA RAILROAD CORPORATION
EXHIBIT C
Prepayment Schedule
Relating to Schedule 010 Equipment Schedule
Dated _____, 1987

<u>Lease Payment No.</u>	<u>Purchase Price</u>	<u>Lease Payment No.</u>	<u>Purchase Price</u>
1	984,123.61	31	690,339.79
2	975,263.71	32	679,479.71
3	966,343.47	33	668,545.68
4	957,362.51	34	657,537.22
5	948,320.41	35	646,453.80
6	939,216.73	36	635,294.91
7	930,051.09	37	624,060.00
8	920,823.03	38	612,748.72
9	911,532.15	39	601,360.37
10	902,178.02	40	589,894.48
11	892,760.19	41	578,350.53
12	883,278.25	42	566,727.98
13	873,731.76	43	555,026.30
14	864,120.25	44	543,244.95
15	854,443.32	45	531,383.40
16	844,700.51	46	519,441.08
17	834,891.36	47	507,419.46
18	825,015.43	48	495,311.98
19	815,072.26	49	483,124.07
20	805,061.39	50	470,853.20
21	794,982.37	51	458,498.77
22	784,834.72	52	446,060.23
23	774,617.99	53	433,537.01
24	764,331.74	54	420,928.52
25	753,975.37	55	408,234.19
26	743,458.53	56	395,453.43
27	733,050.70	57	382,585.66
28	722,481.41	58	369,630.28
29	711,840.15	59	356,586.70
30	701,126.45	60	343,454.31

Alaska Railroad Corporation
Schedule 010

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<u>Lease Payment No.</u>	<u>Purchase Price</u>	<u>Lease Payment No.</u>	<u>Purchase Price</u>
61	330,232.51	73	164,371.17
62	316,920.69	74	149,930.12
63	303,518.24	75	135,390.74
64	290,024.55	76	120,752.37
65	276,438.97	77	106,014.34
66	262,760.91	78	91,175.97
67	248,989.72	79	76,236.57
68	235,124.78	80	61,195.47
69	221,165.43	81	46,051.96
70	207,111.05	82	30,805.35
71	192,960.98	83	15,454.93
72	178,714.58		

ALASKA RAILROAD CORPORATION

BY: Bruce Elan

TITLE: MANAGER, FINANCIAL SERVICES

DATE: SEPTEMBER 18, 1987

ADDENDUM FOR THE PURPOSE OF
DESIGNATION OF THE AGREEMENT
AS A
QUALIFIED TAX EXEMPT OBLIGATION

This Addendum is made a part of Schedule No. 010 to that certain Equipment Lease-Purchase Agreement dated as of August 14, 1986 (the "Agreement") by and between Alaska Railroad Corporation as Lessee, and Chase Manhattan Service Corporation as Lessor, for the purpose of designating the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986. With respect to such designation, the Lessee hereby agrees, warrants and represents as follows:

1. The Agreement is designated by Lessee as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.
2. The property which is subject to the Agreement will be owned and operated by the Lessee in performance of its public purposes; said property will not be subject to the use or control of any entity other than Lessee.
3. Lessee agrees that it will not so designate more than \$10,000,000 of tax-exempt obligations during the current calendar year and Lessee reasonably expects to issue no more than \$10,000,000 of tax-exempt obligations during the current calendar year.
4. For purposes of Paragraph 3 of this Addendum, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Internal Revenue Code of 1986.

Executed this 18th day of SEPTEMBER, 1987, the date of execution and delivery of the Agreement.

CHASE MANHATTAN SERVICE
CORPORATION, Lessor

By: Mary A. Moran

Title: Assistant Treasurer

ALASKA RAILROAD CORPORATION,
Lessee

By: Bruce Elan

Title: MANAGER, FINANCIAL SERVICES

SELF-INSURANCE CERTIFICATE

Re: The Lease Agreement by and between Alaska Railroad Corporation, as Lessee (hereinafter Alaska Railroad Corporation), and Chase Manhattan Service Corporation, as Lessor (hereinafter "CMSC"), dated as of 18 SEPTEMBER, 1987 including any amendments, supplements, schedules, addendums, and riders (hereinafter "Agreement").

Notwithstanding anything in Section 12 of the Agreement to the contrary, Alaska Railroad Corporation and CMSC hereby agree as follows with respect to insurance coverage thereunder:

All defined terms used herein shall have the same meanings as set forth in the Agreement.

CMSC shall allow Alaska Railroad Corporation to self-insure during the Lease Term subject to annual, written approvals by CMSC. In the event CMSC does not approve the continuation of self-insurance by Alaska Railroad Corporation, Section 13 of the Agreement shall be applicable. If Alaska Railroad Corporation is required to secure insurance coverage from an insurance company, such coverage shall not be less than the amount of the then remaining net book value with respect to the Equipment.

Alaska Railroad Corporation shall self-insure and indemnify CMSC against, and hold CMSC harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and courts, arising in connection with a loss to, or injury caused by, the Equipment.

All other terms and conditions in the Agreement shall remain in full force and effect.

ACCEPTED and AGREED this 18th day of SEPTEMBER, 1987.

Lessee: ALASKA RAILROAD CORP. CHASE MANHATTAN SERVICE CORP.

By: Bruce E. Coen

Name: Bruce E. Coen

Title: Mgr. Fin. Acs

By: Mary A. Moran

Name: Mary A. Moran

Title: Assistant Treasurer